

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT4963599

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NOVOPYXIS INC.	06/15/2017
RECEIVING PARTY DATA	
Name:	DROPLETTE INC.
Street Address:	ONE BROADWAY 14TH FLOOR
City:	CAMBRIDGE
State/Country:	MASSACHUSETTS
Postal Code:	02142
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9700686
CORRESPONDENCE DATA	
Fax Number:	(617)526-5000
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	617-526-6000
Email:	lori.roman@wilmerhale.com
Correspondent Name:	WILMERHALE
Address Line 1:	60 STATE STREET
Address Line 4:	BOSTON, MASSACHUSETTS 02109
ATTORNEY DOCKET NUMBER:	2209352.00120
NAME OF SUBMITTER:	LORI ROMAN
SIGNATURE:	/Lori Roman/
DATE SIGNED:	05/16/2018
Total Attachments: 4	
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source=Patent Assignment Agreement#page4.tif	

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("**Assignment**"), dated as of June 15, 2017, is entered into by and between Novopyxis Inc., a Delaware corporation ("**Assignor**"), and Droplette Inc., a Delaware corporation and wholly owned subsidiary of Assignor ("**Assignee**").

WHEREAS, Assignor is the owner of certain patents and patent applications of record in the United States Patent and Trademark Office and of certain foreign counterparts;

WHEREAS, Assignor has agreed to contribute, convey, transfer and assign to Assignee certain intellectual property of Assignor, and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

1. Assignment. Assignor hereby contributes, conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's rights, title, and interest in and to the following:

(a) the patents and patent applications set forth on Schedule A hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "**Assigned Patents**");

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Patents to Assignee, or any assignee or successor thereto. All costs associated with the foregoing, including, but not limited to, all legalization and notarization costs, shall be borne by Assignor.

3. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

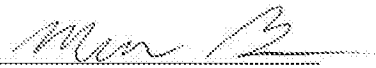
4. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of the date first above written.

NOVOPYXIS INC.

By: 

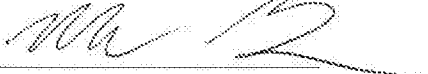
Name: Madhavi Gavini

Title: President

Address for Notices:

One Broadway 14th Fl.
Cambridge, MA 02142

DROPLETTE INC.

By: 

Name: Madhavi Gavini

Title: President

Address for Notices:

One Broadway 14th Fl.
Cambridge, MA 02142

SCHEDULE A

ASSIGNED UNITED STATES PATENTS AND PATENT APPLICATIONS

APPLICATION NO.	FILING DATE	STATUS	COUNTRY	PATENT NO.	ISSUE DATE	TITLE
15/173,142	June 3, 2016	Pending	US			Fluid delivery devices and methods
PCT/US2016/196915	June 3, 2016	Pending	WO			Fluid delivery devices and methods